

**First
Security
Bank**

RECEIVED AUG 21 1989

9-240A029

August 4, 1989

RECORDATION NO. 284-D FILED 1425

AUG 28 1989 - 3:20 PM
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mildred Lee - Room 2303

Dear Ms. Lee:

Please find enclosed one original and one notarized copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document, which is a secondary document, is an Assignment and Assumption Agreement ("Assignment") dated September 1, 1988, and effective February 29, 1988. The primary documents to which this Assignment is related is recorded under Recordation Number 6811-C.

I hereby request cross-indexing as the document is an assignment of a Lease of Equipment previously recorded.

A description of the equipment is as follows:

Four Hundred Forty (440) 52' 8" 70-ton box cars with 18' double doors. Road Numbers 557000 to 557439 (all inclusive):

Three Hundred (300) 52'8" 100-ton box cars with 10' sliding doors. Road Numbers CN 415000 to 415049 and 417000 to 417249 (all inclusive):

The parties to the Assignment are as follows:

(1) as Assignor:

First Security Bank of Idaho, N.A.
119 North 9th Street
Boise, Idaho 83730

NOTOR OPERATING UNIT

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Mildred Lee
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(2) as Assignee:

First Security Leasing Company of Nevada
c/o First Security Leasing Company
381 East Broadway
2nd Floor
Salt Lake City, Utah 84111

A fee of \$13.00 is enclosed. Please return the original with the new recordation information to First Security Leasing Company of Nevada, c/o First Security Leasing Company, 381 East Broadway, 2nd Floor, Salt Lake City, Utah 84111, Attention: General Counsel.

A short summary of the document to appear in the index follows:

Assignment of all right, title and interest in and to the Lease of Equipment and all documents related thereto with Recordation Number 6811-C.

Thank you for your assistance. If you have any questions, please feel free to call Mark Allen at (801) 350-3045.

Very truly yours,

FIRST SECURITY BANK OF IDAHO, N.A.


C. S. Cummings
Authorized Representative

enclosure

cc: Michael McKeon
First Security Bank of Idaho, N.A.
119 North 9th Street
Boise, Idaho 83730

Mark Allen
First Security Leasing Company
381 East Broadway
Salt Lake City, Utah 84111

RECORDATION NO 6811-2
FILED 1425
APR 28 1989 - 3:20 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT INTERSTATE COMMERCE COMMISSION

This Assignment and Assumption Agreement, executed this 1st day of September, 1988 and effective February 29, 1988, is by and between First Security Bank of Idaho, N.A. (hereinafter "Assignor") and First Security Leasing Company of Nevada (hereinafter "Assignee").

W I T N E S S E T H:

Assignor hereby grants, transfers, assigns and delegates to Assignee, effective February 29, 1988, all of its right, title, interest and obligations in and to or with respect to that certain Owner Trust Agreement No. 3 dated as of November 1, 1972 between Assignor and First Security Bank of Utah, N.A. (successor in interest to First Security State Bank) as Trustee ("Trustee"), that certain Estate Percentage (as defined in the Trust Agreement), and any other documents relating to such Trust Agreement or Estate Percentage to which Assignor is a party and which are now in effect, together with any rents or payments received thereunder or any increases in said rents or payments, to wit: Owner Trust Agreement No. 3, lease of seven hundred and forty (740) box cars pursuant to that certain Lease of Equipment No. 3 dated as of November 1, 1972 between Owner as Lessor and Canadian National Railroad Company as Lessee.

Assignee hereby confirms that it shall be deemed a party to the Trust Agreement and shall be bound by all of the terms of and undertake all of the obligations of Assignor under the Trust Agreement and any other documents relating thereto to which Assignor is a party and which are now in effect.

This Assignment and Assumption Agreement shall inure to the benefit of the successors and assigns of Assignee and shall bind Assignee's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption Agreement on the day and year first above written.

ASSIGNOR: First Security Bank of Idaho, N.A.

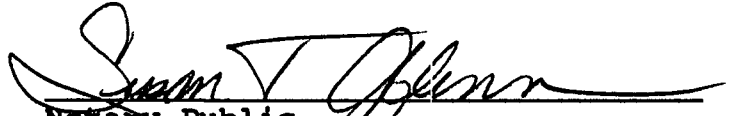
By: [Signature]
Its: Authorized Representative

ASSIGNEE: First Security Leasing Company of Nevada

By: [Signature]
Its: [Signature]

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

I, Susan T. Glenn, Notary Public for the State of Utah, County of Salt Lake, certify that the attached copy is a true and correct copy of the original document.


Notary Public
Residing At: *Salt Lake*

My Commission Expires:

7-2-92

